

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

ROOT, INC., et al.,	:	
	:	
<i>Plaintiff,</i>	:	Case No. 2:23-cv-512
	:	Judge Sarah D. Morrison
vs.	:	Magistrate Judge Elizabeth A.
	:	Preston Deavers
BRINSON CALEB SILVER, et al.,	:	
	:	
<i>Defendants.</i>	:	

**MOTION OF RECEIVER, JERRY E. PEER, JR.,
TO APPOINT DICKINSON WRIGHT, LLP AS COUNSEL FOR RECEIVER**

Now comes, Jerry E. Peer, Jr. (“Receiver”), the duly authorized and acting Receiver over all monetary and real property assets of Mr. Brinson Caleb Silver, Collateral Damage, LLC and Eclipse Home Design, LLC, including but not limited to certain real estate located in Miami, Florida, and respectfully moves the Court for the appointment of Jon R. Secrest, H. Steven Vogel and the law firm of Dickinson Wright, LLP as Florida counsel for the Receiver.

A Memorandum in Support of this Motion is attached hereto.

Respectfully submitted,

PETERSON CONNERS LLP

/s/ Jerry E. Peer, Jr.
Gregory S. Peterson (0061915)
Jerry E. Peer, Jr. (0075128)
Istvan Gajary (0089084)
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Counsel for Receiver, Jerry E. Peer, Jr.

MEMORANDUM IN SUPPORT

In accordance with the requirements of this Court's *Order*, filed May 12, 2023, *Order Appointing Receiver*, filed May 17, 2023, and *Order Amending Order Appointing Receiver*, filed June 7, 2023 (hereinafter collectively "Receiver Order"), Jerry E. Peer, Jr. ("Receiver"), was appointed as Receiver of all monetary and real property assets of Mr. Brinson Caleb Silver, Collateral Damage, LLC and Eclipse Home Design, LLC (hereinafter collectively "Defendants"). Further, and pursuant to the Receiver's Order, Receiver has further been engaged for the purpose of managing and protecting the Property. Due to the real estate identified in the Receiver Order being located in Florida and California ("Properties"), Receiver has determined that it is in the best interests of the Defendants' receivership estate, and its respective creditors, to engage counsel for Receiver in each of the respective jurisdictions where the Properties are located.

In order for Receiver to secure and protect the Properties as well as intervene in a pending foreclosure action, Receiver seeks to have the Court appoint and approve Jon R. Secrest, H. Steven Vogel and the law firm of Dickinson Wright, LLP (collectively "Dickinson Wright") as Florida counsel for the Receiver in this matter. Such applications are customary in insolvency proceedings of this type. Receiver represents to the Court that due to real estate being located in Miami, Florida and there being a pending foreclosure case against the property, it will be beneficial and is necessary to engage counsel licensed to practice in Florida courts. In addition, receivership proceedings often, and nearly always, require the engagement of counsel for the following reasons:

- a. There are generally legal issues involved in receiverships for which Receiver will require counsel in each jurisdiction where the Properties are located;
- b. It is likely that there will be pleadings, motions, and possibly additional lawsuits to be filed in each respective jurisdiction and Receiver's present counsel would not be authorized to file such actions or be familiar with the laws and procedures of those jurisdictions; and

- c. There may be a number of legal questions for which Receiver may need legal assistance.

Receiver has selected Dickinson Wright as his Florida counsel in this action. Dickinson Wright has significant experience representing clients in relation to real estate matters as well representing receivers and creditors in various receivership proceedings. Receiver believes that Mr. Secrest, Mr. Vogel and Dickinson Wright are duly qualified to assist and represent the Receiver in this matter and said representation would benefit Receiver. Receiver urges the Court to approve the engagement of Dickinson Wright as Florida counsel for Receiver in this matter. Receiver believes that as a result of Dickinson Wright's experience in real estate and related practice areas, it is able to promptly discharge issues and in the final analysis, would represent a savings over lesser experienced lawyers who may charge a lower hourly rate.

Mr. Secrest's and Mr. Vogel's license to practice law in the State of Florida is in good standing, a conflict check has been conducted, insuring no conflicts presently exist with his representation of Receiver in this matter, and Dickinson Wright has professional liability insurance in effect. Pursuant to the Fee Agreement, attached hereto as "Exhibit A," Dickinson Wright has affirmatively stated that it will avoid any conflict of interest in connection with work on this receivership; that gross proceeds of any sale or other transaction, which come into his hands will be turned over to Receiver or placed in his separate IOLTA account and that he will not, under any circumstances, directly or indirectly purchase, acquire, or accept any interest in any property related to the receivership estate.

Dickinson Wright has indicated a willingness to serve at the rates outlined in the Engagement Letter even though their normally hourly rates are significantly higher. No fees have been paid to Dickinson Wright during the one (1) year preceding the filing of this application from or involving Defendants or any person or party closely related or adverse to Defendants and having

a material claim in this receivership. Dickinson Wright has not received any retainer or other compensation related to this receivership.

IT IS, THEREFORE, requested that this Court approve the engagement of Jon R. Secrest, H. Steven Vogel and the law firm of Dickinson Wright, LLP as Florida counsel for the Receiver in this matter.

Respectfully submitted,

PETERSON CONNERS LLP

/s/ Jerry E. Peer, Jr.
Gregory S. Peterson (0061915)
Jerry E. Peer, Jr. (0075128)
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igajary@petersonconners.com
Counsel for Receiver, Jerry E. Peer, Jr.

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was filed electronically on this 25 day of July, 2023 with the Clerk of Court using the CM/ECF system. Service will be made through the Court's CM/ECF system on all parties and attorneys so registered, and all parties may access this filing through the Court's system.

A copy was also sent by regular U.S.P.S. mail and by electronic mail to the following:

Paige McDaniel
5576 Alexanders Lake Road
Stockbridge, GA 30281

/s/ Jerry E. Peer, Jr.
Jerry E. Peer, Jr. (0075128)



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JON R. SECREST
JSecrest@dickinsonwright.com
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June 2, 2023

VIA EMAIL: jpeer@petersonconners.com

Jerry Peer, Jr.
Peterson Connors LP
545 Metro Place South, Suite 435
Dublin, OH 43017

Dear Mr. Peer:

Scope of Engagement. We are pleased that you have selected us to represent you in connection with your role as court appointed receiver. We will do our best to ensure that you are provided with timely legal advice in connection with this matter. This letter will confirm the terms of our agreement to represent you in this matter.

Client Liaison and Firm Liaison. We understand that you will be our primary contact in furtherance of this engagement and Jon Secrest H. Steven Vogel will be the Firm attorneys responsible for this engagement.

Staffing and Hourly Rates. Our time and expenses will be charged, as described in this letter, at the discounted hourly rates applicable to each attorney or paralegal assigned to work on this matter as established by our Firm from time to time. The current hourly rates for the Members of the Firm ("Partners" herein) and other attorneys who, at this time, have been identified as likely to work on this engagement are as follows:

Jon Secrest	\$450
H. Steven Vogel	\$450
Associate	\$285

Our hourly rates are subject to periodic reviews and adjustments, and we reserve the right to revise our hourly rates in accordance with such general Firm reviews. The hourly rates noted above for this engagement will not be adjusted prior to January 1, 2024. We will endeavor to staff this matter economically practical matter possible.

EXHIBIT A

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Right to Withdraw from Representation. The Firm reserves the right to withdraw from this representation in the event that invoices are not paid on a timely basis or you have failed otherwise to fulfill your obligations to us.

Standard Terms of Engagement. Dickinson Wright's Standard Terms of Engagement are attached hereto and made a part hereof.

Thank you for selecting our Firm to represent you. We appreciate the confidence you have in us and look forward to working with you on this matter.

Sincerely,

/s/ Jon R. Secrest

Jon R. Secrest

JRS

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I have read the foregoing engagement agreement, and my signature indicates that I agree to all of its terms and fully understand its provisions. The terms of the engagement of the firm as stated above are accepted and approved by:

Signature

Name

Title

Date